

AGREEMENT BETWEEN
THE PLEASANTECH ACADEMY CHARTER SCHOOL
EDUCATION ASSOCIATION

AND
THE PLEASANTECH ACADEMY CHARTER SCHOOL
BOARD OF TRUSTEES

July 1, 2002 - June 30, 2005

PREAMBLE

This Agreement entered into this first day of July 2002 by and between the Board of Trustees of PleasanTech Academy Charter School, hereinafter called the "Board", and the PleasanTech Academy Charter School Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I Recognition

A. UNIT

The PleasanTech Board of Trustees hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time certificated personnel under contract or approved leave including:

- Teachers
- Librarian/Media Specialists
- Guidance Counselors
- Nurses
- Teacher Aides

B. DEFINITION OF A TEACHER

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined and reference to male teachers or employees shall include female teachers or employees.

ARTICLE II
Negotiation of a Successor Agreement

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than the date set pursuant to Chapter 123. Any agreement so negotiated shall apply to all employees, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

B. RELEVANT DATA

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals.

C. REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with power to make proposals, consider proposal and make counter proposals in the course of negotiations.

D. MODIFICATION

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. TERMS AND CONDITIONS

In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, proposed new rules or modification an of existing rules governing working conditions shall be negotiated with the Association before they are established.

F. UNDERSTANDING

This Agreement incorporates the entire understanding of the parties on matters which were the subject of negotiation.

ARTICLE III
Grievance Procedure

A. DEFINITIONS

1. Grievance

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days from the time when the grievant knew or could have known of its occurrence.

3. Aggrieved Person

An "Aggrieved Person" is the person or persons or the Association making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest

A "Party of Interest" is the person or persons making the claim or any authorized representative of the Board of Trustees or the Association necessary for resolution of the grievance.

5. Administrator

Each administrator referred to herein; such as Superintendent or Principal, may also be his designee.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at each level of the procedure.

C. PROCEDURE

1. (a) Failure to Communicate

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) Continuation of Assignments

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

(c) Year-end Grievances

In the event a grievance is filed at such time that it can not be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that this grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level 1 Principal

An employee with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally. To clearly identify the alleged grievance and to expedite settlement, the aggrieved person shall prepare a written statement addressed to his principal or immediate superior who shall give his decision within five (5) school days. The aggrieved person may elect to have an Association representative accompany him/her at this level, if he/she so desires.

4. Level 3 Board of Trustees

(a) If the grievance is not resolved to the grievant's satisfaction, he/she, no later than ten (10) school days after receipt of the Administrator's decision, may request a review by the Board of Trustees. The request shall be submitted in writing through the Administrator, who shall attach all related papers and forward the request to the Board of Trustees. The Board, or a committee thereof, shall review the grievance and at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal or, if a hearing is granted, within twenty (20) calendar days of the date of hearing. The referred to hearing, if granted, shall be held within a reasonable expeditious time after receipt of the appeal notice.

(b) If the grievant is not notified by the Board of a hearing date within twenty (20) calendar days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.

(c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he/she wishes review by a third party and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Administrator within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievance concerning:

(1) Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of EDUCATION; or

(2) A complaint of a nontenure teacher which arises by reason of his not being reemployed; or

(3) A complaint by a certified teacher occasioned by appointment to or lack of retention in any position for which tenure either is not possible or not required; or

(4) Any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board.

5. Level 4 Arbitration

(a) Procedure

The following procedures shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) Limits of Arbitration

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or by policy of the Board of Trustees. The arbitrator shall have only the power to interpret what the parties to the Agreement

intended by the specific clause in the Agreement which is at issue. His recommendations on such an interpretation shall be binding.

D. RIGHTS OF THE BOARD

(1) Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the School District or its representatives and the Association, or any and all employees, or between any other persons or other employees or organizations who are not signatory parties to this Agreement.

(2) The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by State Law and the terms of this Agreement.

(3) The Association agrees and recognizes that the Board of Trustees reserves to itself sole jurisdiction and right in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of EDUCATION to hire, assign, promote, transfer and direct employees covered by this Agreement or the take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district, except as may be specifically provided by State Law and the language of this Agreement.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

(1) Any aggrieved person may be represented at all stages of the Grievance Procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.

(2) When a employee represents himself in the processing of a grievance, the Association shall, at the submission of the grievance to the Administrator or at any later level, be notified by the Administrator that the grievance is in existence and shall be notified of the results.

(3) Both parties to this Agreement shall not take any reprisal(s) against any party in interest for this participation in the grievance procedure.

F. COST FOR ARBITRATION

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association, any other expenses incurred shall be paid by the party incurring same.

G. MEETINGS AND HEARING

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

H. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

I. FORMS FOR GRIEVANCE

Forms for filing grievance shall be available in each school building's administrative office.

ARTICLE IV

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board and Association agree that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other law of New Jersey and the United States; they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association and its affiliates or by his lack of membership therein, his participation or lack thereof in any activities of the Association and its affiliates.

B. JUST CAUSE PROVISION

The Board of the Association agree that no employee shall be disciplined or reduced in rank or compensation without just cause. Any such action asserted by the Board or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. REQUIRED DISCIPLINARY HEARING

Any employee required to appear before the Board of Trustees or any authorized committee or agent thereof for a disciplinary hearing shall be given prior written notice of the charges and shall be entitled to have a representative of the Association present to advise and represent him during such hearing. If the charge(s) are dismissed or found to be without substantiation, then full compensation shall be made to a employee suspended without pay. The Required Disciplinary Hearing shall be held within fifteen (30) calendar days of the initiation of such suspension.

D. EVALUATION OF STUDENTS

Each teacher shall have the duty to determine grades and evaluations of students within the grading policies of the school in accordance with the teacher's professional judgement based upon all available criteria pertinent to the subject area or activity for which the teacher is responsible. Any Alteration or modification of a grade or evaluation shall be done only after consultation between the administrator and the teacher.

ARTICLE V Association Rights and Privileges

A. AVAILABLE DATA

The Board agrees to make available to the Association, upon written request, all information in the public domain.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The administrator shall be notified by the Association Representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard district policy.

C. USE OF SCHOOL EQUIPMENT

The Association shall be granted the privilege to use the school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

D. BULLETIN BOARD

The Association shall have, in each school building, an Association bulletin board in each faculty lounge or employee's dining room. The location of the Association bulletin board in each school shall be designated by the Board of Trustees or its designee.

E. ORIENTATION PROGRAMS FOR TEACHERS

The Association may suggest items for inclusion and/or discussion during orientation programs. Final determination for the use of such items remains with the Board of Trustees.

F. MAIN FACILITIES

The Association shall have the privilege of reasonably using school mailboxes provided that open materials, except meeting announcements, shall receive prior approval by the Administrator or his designee. Closed mail materials, meaning those in sealed envelopes, shall not require such prior approval.

ARTICLE VI Employee Work Year

A. TEN (10) MONTH PERSONNEL

The in school work year for employees employed on a ten-(10) month basis shall not exceed one hundred and eighty-five (185) days.

B. INCLEMENT WEATHER

Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

C. SCHOOL CALENDAR

The Administrator of Schools shall draw up a School Calendar to recommend to the Board of Trustees and shall consult with the Association prior to such recommendation. The Administrator may also consult with other individuals and organizations within the school community. The Board of Trustees reserves the right to establish the School Calendar after recommendation from the Administrator. Any changes necessary after the School Calendar is acted upon shall be discussed with the Association but shall not be subject to the grievance procedure.

ARTICLE VII Employee Work Day, Hours and Load

A. ATTENDANCE PROCEDURE

Employees shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.

B. LEAVING THE BUILDING

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods. Employees must sign out.

C. NOTICE OF ASSOCIATION MEETINGS

During a faculty or professional meeting called by the Administration, announcement will be made of an Association meeting to be held at the conclusion of the meeting if the Association shall make such request to the Administrator or his designee.

D. DUTYFREE LUNCH PERIODS

In accordance with and to the extent permitted by the New Jersey State Board of Trustees Rules and Regulation, employees are guaranteed a duty-free lunch period of the amount of time allotted students.

E. PREPARATION TIME

Teachers shall receive one hundred eighty (180) minutes four (4) sessions of preparation time per workweek. If the workweek is shorter, then such time shall be pro rata.

F. LOST PREPARATION PERIODS

Whenever a specialist teacher's class is not held and results in loss of preparation time for the regular classroom teachers, the teacher affected shall be entitled to compensatory time equal to the time lost or additional time will be granted. (This applies to Physical Education, Art, Music, and Computers

G. CLASS COVERAGE

In the elementary school, a teacher or teacher assigned by the principal to absorb into their class(es) the students of an absent teacher shall be paid or shall divide among the affected teachers thirty-five dollars (\$35.00) for a half day or seventy dollars (\$70.00) for a full day. If the time involved is less than a half-day, the rate of pay shall be fifteen dollars (\$15.00) per hour of entire class coverage.

H. WORK DAY

The in-school workday for employees shall consist of not more than seven (7) hours. Teachers shall remain on school premises until 3:20PM, daily.

The Administration has the right to schedule Faculty Meetings in addition to the employee workday. This provision shall not be abused.

ARTICLE VIII Class Size

The Board of Trustees and the Association recognize the need for effective class size.

ARTICLE IX Teacher Employment

A. CREDIT FOR EMPLOYMENT-NEW HIRES

Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next step for the following school year, provided they have a satisfactory evaluation.

B. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year no later than date required by law.

ARTICLE X Salaries

A. ADJUSTMENT TO SALARY SCHEDULE

Each teacher shall be placed on his proper step of Salary Schedule A1 attached in accordance with Paragraph 1 and 2 below:

(1) Previous Experience

Credit up to the eleventh step on the salary guide shall be given for previous outside public school teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A.

Credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

(2) Immediate Adjustment

Each teacher shall be placed on the proper pay scale upon meeting the qualifications for said scale and providing proof of qualification for such scale. Adjustments shall not be retroactive, and responsibility for providing proof of accomplishment remains with each teacher, additional salary compensation shall commence at the start of the next semimonthly salary pay period.

B. METHOD OF PAYMENT

(1) Employees employed on a ten (10) month basis shall be paid in twenty (20) equal bimonthly installments.

(2) When a payday falls on or during a school holiday, vacation or weekend, employees will receive their paychecks on the last previous working day.

(3) Each employee shall receive his final check(s) on the last assigned working day in June after all assigned duties are fulfilled by the individual employee concerned. If information comes from Trenton too late for the Board to have final checks ready as per above, the Board shall have two additional workdays to prepare the checks, and thereafter employees may either pick them up or furnish the office of their respective schools with a self-addressed envelope. The Board will, in this case, have the checks inserted and mailed.

(5) Employees required to work beyond the ten (10) month contract year shall be reimbursed ten percent (10%) of their yearly salary for each additional month of work. Employees required to work one (1) or more weeks, but less than one (1) month, shall be reimbursed pro-rata. This section is understood to exclude Summer School or other individual extra duty contract.

C. TAXSHELTERED ANNUITY

Employees shall have the opportunity to participate in tax sheltered annuities program. The Board will offer a minimum of two (2).

D. SALARIES

Effective July 1, 2002 Salaries shall be per the attached salary guides.

ARTICLE XI
Teacher Assignment

A. NOTIFICATION

Each teacher shall be given written notification of his class and/or subject assignment(s), building assignment(s) and room assignment(s) for the forthcoming school year as soon as practicable only if such assignment as the teacher had for the prior school year is to be changed.

ARTICLE XII
Transfer

A. INVOLUNTARY TRANSFERS

Teachers are subject to transfer from position to position at the discretion of the Administrator of Schools. The following factors shall be considered in the transfer of teachers.

(1) When transfers are to be made, a conference of all employees concerned shall be held with the Administrator. All reasons for the transfer shall be reviewed. The disposition of the case shall be in writing by the Administrator to all parties involved. The Administrator's decision shall be final.

(2) When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of and to the quality of service which these employees have rendered in the system. Each case shall be decided on its individual merit and the final decision left to the Administrator.

B. VOLUNTARY TRANSFERS

A teacher requesting a voluntary transfer within the school district shall make such request in writing to the Administrator of Schools, who shall consider such request(s) when scheduling teacher assignment(s), but the decision for granting such request(s) shall depend upon the operational needs of the district as determined by the Administrator.

C. PROMOTION POLICY

(1) Notice of administrative promotional positions with minimum qualification included will be posted in each school building ten (10) school days during the school year. Interim temporary appointments may be made by the Board, and it is further understood that final selection resides with the Board. Interviewed candidates who are not chosen will be advised in writing after Board appointment.

(2) Known open extra duty positions will be posted prior to the end of the school year, and Pleasantech teachers may also apply for such. It is understood that these positions are for one (1) year normally, but teachers who serve a portion of a year will receive prorated compensation.

D. VACANCIES

Notices of any vacancies with minimal qualifications included shall be posted in each school ten (10) days prior to the application deadline, and twenty (20) days if the vacancy occurs in July or August.

ARTICLE XIII Teacher Evaluation

A. UNDERSTANDING

It is understood by both parties to this Agreement that evaluation is the judgment by the Board and/or its authorized agents of the total professional performance of a teacher.

B. NONTENURE TEACHERS

As one aspect of a teacher's evaluation, each nontenure teacher shall have a minimum of three (3) formal observations of work performance each school year. Formal observation reports shall be prepared after each formal observation, and said teacher shall be provided opportunity to see and sign a copy of prior to inclusion in the nontenure teacher's personnel file.

Signature by a nontenure teacher shall only signify acknowledgement of the report and shall not imply agreement or disagreement with the comments thereon. It is expected that a teacher will be provided reasonable time between observations to take corrective action as required.

C. FREQUENCY

Failure to provide three (3) formal observations and reports shall be understood to signify satisfactory performance of classroom functions as if such formal observation(s) and report(s) were made.

D. TENURE TEACHERS

(1) Tenure teachers shall have formal observations as required in the judgment of the administration. Tenure teachers shall have the opportunity to sign and respond.

(2) Tenure teachers shall be evaluated in accordance with Title VI of the N.J.A.C. Any such evaluation shall be mindful of the length of the segment of instruction observed.

E. OPEN EVALUATION

Observation of instructional performance of a teacher shall continue to be open and with full knowledge of the teacher.

F. CONFERENCE

(1) Each teacher shall be afforded an opportunity for an evaluation conference within fifteen (15) school days of a formal evaluation/observation.

(2) Each teacher shall be given a copy of the evaluation report. Upon request, said report shall be provided one (1) day in advance of conference.

G. RIGHT TO RESPOND

A teacher shall have the opportunity to respond on the back of such report(s) prior to inclusion in the teacher(s) permanent personnel folder.

H. PERSONNEL FILE

An employee shall have the right upon written request to review the contents of his permanent personnel file at a time of mutual convenience. An employee shall have the right to obtain copies of the file materials at his expense. The employee may be accompanied by an Association representative at this meeting.

ARTICLE XIV Fair Dismissal

A non-tenured teacher who is being offered a contract for the next school year shall receive notification in accordance with the law. Any non-tenured teacher who has not received such notification shall be granted a conference with his principal if he so requests in writing. Thereafter, the teacher concerned shall be granted a conference with the Administrator if requested in writing.

At said conference, the teacher may have a representative of the choice. It is explicitly understood by both parties to this Agreement that absence of a contract offer to a nontenure teacher for the following school year is not subject to the grievance procedure of this Agreement.

ARTICLE XV Sick Leave

A. ENTITLEMENT

All employees employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said

school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. CREDIT FROM OTHER DISTRICTS

Unused sick leave credit of up to ten (10) days shall be granted by the Board to all employees entering the Pleasantech School from any other district in New Jersey.

C. EXHAUSTED SICK LEAVE

Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.

ARTICLE XVI Temporary Leave of Absence

A. TYPES OF LEAVE

(1) Temporary Leave

Employees shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year:

(2) Personal Leave

Two (2) days leave of absence shall be granted for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Personal leave shall not be granted on days immediately before or after school holidays except at the discretion of the school administrator.

Unused personal leave will be converted to accumulated sick leave at the close of the school year.

(3) Bereavement Leave

Five (5) days leave shall be granted by the Administrator in the event of the death of the employee's: husband, wife, child, sister, brother, father or mother.

Two (2) days leave shall be granted by the Administrator in the event of the death of the employee's: grandparent, mother-in-

law, father-in-law, sister-in-law, brother-in-law, aunt, uncle or other member of the family unit living in the same household no matter what degree of relationship.

B. CONFERENCE AND CONVENTIONS

The Board of Trustees may grant up to two (2) days a school year for one (1) representative of the Association to attend conferences and conventions of State and National affiliated organizations. Requests for permission to attend professional meetings shall be submitted in writing by the local president or this designee at least two (2) weeks prior to the meeting for approval by the Administrator of Schools.

Requests for permission to attend professional meetings shall be submitted in writing at least two (2) weeks prior to the meeting for approval by the Administrator.

Eligibility to attend meetings of State and National professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

C. OTHER LEAVES

Other leaves of absence with pay may be granted at the discretion of the Administrator. A written request must be submitted by the employee no less than one (1) week; if possible, prior to the time leave is to be granted.

D. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to all sections above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XVII Extended Leaves of Absence

A. MILITARY LEAVE

Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted military leave. He shall be reinstated to comparable position in this school, if available upon written request, supported by competent proof that said applicant is fully qualified to perform the duties job said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

B. CHILD REARING LEAVE

(1) The Board of Trustees will grant child rearing leave of absence without pay to any full-time employed employee whose child is less than ninety (90) days of age at the time of leave commencement.

(2) The employee must apply in writing for such leave to the Administrator or designee at least thirty (30) days prior to commencement.

However, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.

(3) It is understood that a leave of absence for child rearing is not to be extended to a non-tenured employee beyond the end of the contract year in which the leave is obtained.

(4) Child rearing leave of absence shall be for no longer than one (1) year at a time, and the maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until maximum leave is granted shall be made per paragraph (5) below.

(5) A employee on child rearing leave shall have the option of returning to active employment at the beginning of a new school year provided notice of the return is given the preceding April 1st or the preceding August 1st, if return is for the midyear semester start. In order to preserve the continuity of EDUCATION, no employee may leave for and return from child rearing leave during the same school year.

(However, if it is mutually agreeable, this requirement may be waived). Any request for return to work must be made in writing to the Administrator of Schools or designee.

(6) In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half (1/2) of the work year prior to commencing child-rearing leave.

(7) Disability related to pregnancy shall be treated as other physical disability.

D. ADOPTION

Any tenured employee adopting an infant child less than five (5) years of age shall receive such leave without pay commencing upon receiving de facto custody of said infant; also, such leave shall be in accordance with child rearing leave's procedural requirements.

E. OPPORTUNITY TO SUBSTITUTE

No teacher on child rearing leave shall, on the basis of said leave, be denied the opportunity to apply for substitute work in the Pleasantech School District.

F. INSURANCE COVERAGE

(1) The employee shall have the option of maintaining insurances through the Board of Trustees' carriers at the employees' expense.

(2) Any employee approved for an extended leave without pay must prepay three (3) full months of the group rate for insurance in advance of the time of the leave's commencement. Should the employee therefore fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified.

G. ILLNESS IN FAMILY

A leave of absence without pay for one (1) school year shall be granted for the purpose of caring for a sick member of the tenure employee's immediate family. Additional leave may be granted at the discretion of the Board. Substantiation of need for such leave must be verified in writing by the attending physician.

ARTICLE XVII Professional Development and Educational Improvement

A. REIMBURSEMENT

Tenured employees will be eligible for up to a maximum of six (6) credits at the rate in effect for the New Jersey State Colleges will be granted annually (non accumulative) towards meeting the costs of graduate courses for all personnel in their specific field of teaching. Annually is defined as that period from September 1 to August 31. Maximum reimbursement of sixteen hundred (\$1600.00) per year.

If a course(s) at other than a State College is approved by the Administrator, then the total reimbursement shall not exceed nine (9) times the State College rate.

A teacher who has submitted notice of voluntary resignation shall not be reimbursed for tuition at the time of normal payment by the Board. For each sixteen hundred (\$1600.00) payment the employee will be required to stay with the school for one year. An employee who leaves before finishing said year will reimburse the school one-half (1/2) of the payment.

B. PRIOR CONSULTATION

The Administrator of Schools must be consulted prior to registration for a graduate course in order to be certain that the course is approved for reimbursement.

C. SUBMISSION OF PROOF

Funds will be reimbursed upon submission to the office of the Administrator of Schools evidence of participation, official proof of successful completion of graduate course and proof of costs for tuition. A grade of "B" or higher must be obtained.

D. EXCEPTION

Unless granted an exception by the Board, reimbursement will not be given for:

- (1) Courses taken to satisfy certification requirements (teachers) on substandard teaching certification emergency provisional;
- (2) To personnel taking courses in any other field than their current teaching field for staff assignment;
- (3) Workshops, conferences, seminars or institutes unless requested to attend by the Administrator and approved by the Board of Trustees.

E. REIMBURSEMENT FOR CONFERENCES

Attendance at conferences and/or seminars requested in writing by a teacher or staff member to the Administrator of Schools and approved by the Board of Trustees shall be reimbursed full cost of registration, travel and other reasonable expenses in accordance with present reimbursement schedules after submitting proof of said expenses, if they total less than \$50.00. For expenses more than \$50.00 the Board shall pay all expenses in advance to allow the teacher or staff member to pay for the cost of registration, travel and other reasonable expenses prior to or at the time such expenses are due to secure attendance at conferences, seminars, and/or travel.

F. APPROVED ELECTIVES

Teachers who are matriculating in a Masters Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment only under the following circumstances:

(1) The Masters Degree program is in their specific field of teaching or staff assignment.

(2) A list of elective subjects offered by the institution awarding such degrees is submitted to the Administrator of Schools (prior to course registration) who shall designate which subjects are of preferable benefits to the Pleasantech School in this judgement;

(3) Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

ARTICLE XIX Protection of Employees

A. HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. USE OF REASONABLE FORCE

Pursuant to and to the extent of 18A:61, a employee may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary;

1. To quell a disturbance threatening physical injury to others;
2. To obtain possession of weapons or other dangerous object upon the person or within control of a pupil;
3. For the purpose of self defense;
4. For the protection of persons or property an such acts shall not be construed to constitute corporal punishment within the meaning and intent of the law

C. ADDITIONAL LEAVE

When absence arises out of or from an assault or injury arising out of and in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absence must be verified by the school physician, and the intent of this paragraph shall

be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.

D. REPORTING ASSAULTS

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. Such notification shall be immediately forwarded to the Administrator who shall, within the requirements of the law, comply with any reasonable request from the employee for information in the possession of the Administrator relating to the incident or the person involved.

E. PAYMENT OF COST CIVIL ACTION

Pursuant to and to the extent of 18A:166, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Trustees, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

F. REIMBURSEMENT OF COST CRIMINAL ACTION

Pursuant to and to the extent of 18A:166.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, that Board of Trustees shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

G. REIMBURSEMENT FOR PERSONAL EFFECTS

The Board shall reimburse employees for any loss, damage or destruction of clothing or personal effects upon a employee's person resulting out of any activity engaged in as set forth in Paragraph B of the Article.

ARTICLE XX
Deductions

A. Dues

The Board will provide for dues deduction in accordance with the requirements of New Jersey State Laws, (Chapter 233, N.J. PL1969) (NJSA 52:1415.9e) Chapter 477 PL1979C .34:13A5.4.

B. CREDIT UNION

Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (A.B.C.O.).

ARTICLE XXI
Required Meetings Before the
Administrator or Board

Whenever any employee is required to appear before the Administrator, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or increments pertaining thereof, then he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. (Statute 18A:257).

ARTICLE XXII
Insurance Protection

A. The Board shall provide medical, prescription, and dental benefits equal to or better than that in effect on January 5, 2000.

Copy of plan provisions is included in Schedule B.

B. Each employee shall be compensated three hundred dollars (\$300.00) for unreimbursed medical, prescription, dental, or optical expenses during each year of this Agreement.

C. Opt-out Program

1. The Board agrees to establish a Section 125 (IRS Code) plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be includable in the employee's gross income as compensation. If an employee selects the insurance

- coverage, the value of such coverage is excludable in the employee's gross income as compensation.
2. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in such plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee one thousand dollars (\$1000.00) for the yearly premium costs for the plan under which the employee would have been covered. Such cash payment shall be in form of two (2) stipends and shall be paid on or before January 31 and June 30 of the school year in which the non-participation occurs.
 3. In order for the employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate health insurance coverage.
 4. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan offered by the school. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdrawal from the school's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such a waiver.
 5. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the school's health plan does not accept the employee, the school will find a comparable plan and pay the premium up to the current amount paid for employees in the school's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the school's plan at the first permissible date.
 6. Return to the insurance plan for other reasons other than a change in status is subject to the terms of the carrier.

ARTICLE XXIII
Miscellaneous

A. RETAINED POWERS

It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of EDUCATION, the Board of Trustees is forbidden to waive any rights granted it by law.

B. NONWAIVER

Nothing contained in any section or subsection on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights which are to be retained by the Board.

C. RETROACTIVE

Nothing in this Agreement which changes preexisting Board policy, rules and regulations shall operate retroactively unless expressly so stated.

D. SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

E. NONDENIAL OF RIGHTS

Nothing contained herein shall be considered to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be addition to those provided elsewhere.

F. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, registered, or certified letter

ARTICLE XXIV
Compensation Time

A. Compensation time at the rate of \$25.00 per hour shall be provided for teachers supervising students or representing the Board of Trustees at school approved (building principal) functions when schools are not in session or closed. However, teachers who are receiving a stipend for such activity are not entitled to receive compensatory time.

Home Instruction	\$25.00 per hour
Before and after care requiring professional knowledge or teaching certificate	\$25.00 per hour
Summer staff development in-service	\$20.00 per hour
Before and after care <u>not</u> requiring professional knowledge or teaching certificate	\$20.00 per hour
Non student contact summer work	\$20.00 per hour

ARTICLE XXV

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2002, and shall continue in effect through June 30, 2005, subject to the Association's right to negotiate over a successor Agreement for salary in year two (2) of the Agreement. Salary shall be retroactive to July 1, 2002. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon all on the day and year first above written.

PCSAEA

Kimberly Mulligan
President

10/23/03
Date

Jadine A. Bowen
Secretary

10/23/03
Date

PCSABT

David D. Pilo
President

12/9/03
Date

Stephen B. Davis
Secretary

12/9/03
Date

Pleasantech Academy Charter School
Education Association

INDEX

Arbitration	6
Association Rights and Privileges	9
Child Rearing Leave	22
Class Size	13
Credit From Other Districts	16
Deductions	26
Extended Leaves of Absence	20
Grievance Procedure	4
Insurance Protection	26
Just cause	9
Miscellaneous	28
Notification of Contract and Salary	13
Personnel File	18
Professional Development	22
Protection of Employees	24
Rights of Employees to Representation	8
Recognition	2
Salary	13
Sick Leave	20
Teacher Assignment	15
Teacher Employment	13
Teacher Evaluation	17
Temporary Leave of Absence	19
Transfers	15
Work Day, Hours and Load	11
Work Year	10

PleasantTech Academy

2002-2003 Salary Guide

Yrs. Exp. Step	BA		MA		Doc.				
0	1	\$35,514	0	1	\$	38,645	0	1	\$39,253
1	2	\$36,579	1	2	\$	39,804	1	2	\$41,000
2	3	\$37,115	2	3	\$	40,388	2	3	\$42,531
3	4	\$39,205	3	4	\$	42,662	3	4	\$43,807
4	5	\$39,967	4	5	\$	43,491	4	5	\$44,357
5	6	\$39,990	5	6	\$	43,516	5	6	\$44,682
6	7	\$40,765	6	7	\$	44,359	6	7	\$45,549
7	8	\$40,788	7	8	\$	44,384	7	8	\$45,575
8	9	\$41,580	8	9	\$	45,246	8	9	\$46,460
9	10	\$41,604	9	10	\$	45,272	9	10	\$46,487
10	11	\$42,820	10	11	\$	46,596	10	11	\$47,846
11	12	\$42,856	11	12	\$	46,635	11	12	\$47,887
12	13	\$43,688	12	13	\$	47,540	12	13	\$48,816
13	14	\$43,713	13	14	\$	47,567	13	14	\$48,844
14	15	\$44,562	14	15	\$	48,491	14	15	\$49,972
15	16	\$44,588	15	16	\$	48,519	15	16	\$49,820

PleasantTech Academy

2004-2005 Salary Guide

Yrs. Exp. Step		BA	MA		Doc.			
0	1	\$ 37,000	0	1	\$ 39,775	0	1	\$ 42,550
1	2	\$ 37,907	1	2	\$ 40,750	1	2	\$ 43,593
2	3	\$ 38,476	2	3	\$ 41,361	2	3	\$ 44,247
3	4	\$ 39,423	3	4	\$ 42,380	3	4	\$ 45,337
4	5	\$ 39,802	4	5	\$ 42,788	4	5	\$ 45,773
5	6	\$ 42,077	5	6	\$ 45,233	5	6	\$ 48,388
6	7	\$ 43,214	6	7	\$ 46,455	6	7	\$ 49,696
7	8	\$ 43,593	7	8	\$ 46,863	7	8	\$ 50,132
8	9	\$ 44,359	8	9	\$ 47,678	8	9	\$ 51,004
9	10	\$ 46,247	9	10	\$ 49,715	9	10	\$ 53,184
10	11	\$ 47,763	10	11	\$ 51,345	10	11	\$ 54,927
11	12	\$ 50,904	11	12	\$ 52,975	11	12	\$ 56,671
12	13	\$ 54,540	12	13	\$ 57,050	12	13	\$ 61,030
13	14	\$ 56,358	13	14	\$ 61,125	13	14	\$ 65,390
14	15	\$ 56,900	14	15	\$ 63,163	14	15	\$ 67,569
15	16	\$ 57,812	15	16	\$ 64,793	15	16	\$ 69,313
16	17	\$ 59,500	16	17	\$ 65,608	16	17	\$ 70,185

Classroom Assistants

	2002-2003
1 \$	19,301
2 \$	19,301

	2003-2004
1 \$	18,500
2 \$	19,301
3 \$	20,266

	2004-2005
1 \$	18,500
2 \$	19,240
3 \$	20,073
4 \$	21,077